

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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ANDREW POPP, an individual; ROSA
POPP, an individual; E.L., a
minor by and through her
guardian ad litem, ROSA POPP;
A.P., a minor by and through her
guardian ad litem, ROSA POPP,

Plaintiffs,

v.

UNITED STATES OF AMERICA,
Defendant.

No. 1:23-cv-01221 WBS EPG

ORDER APPROVING MINORS'
COMPROMISE

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Plaintiffs brought this suit against the United States
as a result of a car accident involving an employee of the U.S.
Department of Agriculture in October 2021. After the parties
agreed to a settlement for a total of \$50,000, minors E.L. and
A.P., by and through their guardian ad litem and mother Rosa
Popp, moved for approval of the compromise of their claims.

(Docket No. 41.) The court held a hearing on the motion on February 24, 2025.

Under the Eastern District of California's Local Rules, the court must approve the settlement of the claims of a minor. E.D. Cal. L.R. 202(b). The party moving for approval of the settlement must provide the court "information as may be required to enable the [c]ourt to determine the fairness of the settlement or compromise[.]" Id. at L.R. 202(b)(2); see also Robidoux v. Rosengren, 638 F.3d 1177, 1179 (9th Cir. 2011) (stating that district courts have a duty "to safeguard the interests of minor plaintiffs" that requires them to "determine whether the net amount distributed to each minor plaintiff in the proposed settlement is fair and reasonable[.]"). District courts must "limit the scope of their review to the question whether the net amount distributed to each minor plaintiff in the settlement is fair and reasonable, in light of the facts of the case, the minor's specific claim, and recovery in similar cases." Id. at 1181-82.

Under the proposed settlement, plaintiff E.L. will receive a net amount of \$2,835.40 and Carter Law Group will receive \$1,250.00 in attorney's fees, \$392.32 in advanced case costs, \$53.20 to be paid to Bright Pediatrics & Endocardiograph, and \$469.08 to be paid to CSAA insurance to satisfy medical payment reimbursement for medical care previously provided. Plaintiff A.P. will receive a net amount of \$3,018.40 and Carter Law Group will receive \$1,250.00 in attorney's fees, \$363.61 in advanced case costs, \$53.20 to be paid to Bright Pediatrics & Endocardiograph, and \$314.79 to be paid to CSAA insurance to

1 satisfy medical payment reimbursement for medical care previously
2 provided. Plaintiffs Rosa Popp and Andrew Popp will receive
3 \$28,145.05 in net recovery and Carter Law Group will receive
4 \$10,000.00 in attorney's fees, \$461.39 for costs and expenses,
5 \$105.77 to be paid to Anthem Blue Cross for reimbursement for
6 medical services paid, and \$1,287.80 to be paid to CSAA insurance
7 to satisfy medical payment reimbursement for medical care
8 previously provided.¹

9 The court, after considering all of the relevant
10 submissions, finds that the settlement is fair, reasonable, and
11 in the best interest of minors E.L. and A.P.. See E.D. Cal. L.R.
12 202(b). The settlement is for a substantial sum, considering the
13 injuries allegedly suffered by the minor plaintiffs, and it is
14 not certain that plaintiffs would recover that amount against
15 defendants if the case proceeded to trial. The court also notes
16 that the total amount plaintiffs' counsel will receive as fees
17 amounts to 25% of the total recovery, which is consistent with
18 the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2678,
19 and which is the "benchmark" for attorney's fees in contingency
20 cases involving minors in the Eastern District of California.²
21 See Chance v. Prudential Ins. Co. of Am., No. 1:15-cv-1889 DAD

22 ¹ The \$50,000 total settlement is divided between the
23 parties such that the two minors each receive a gross \$5,000
24 payment and Rosa and Andrew Popp receive a gross \$40,000 payment,
25 and then the various attorney's fees, expenses, and medical
payments are deducted from those gross amounts.

26 ² Notably, plaintiffs' counsel represented at the hearing
27 on this motion that he had initially advised plaintiffs to reject
28 the government's settlement offer, but plaintiffs, including the
mother acting as guardian ad litem for E.L. and A.P., decided of
their own accord to accept the offer.

1 JLT, 2016 WL 3538345, at *3 (E.D. Cal. June 29, 2016) (collecting
2 cases).

3 IT IS THEREFORE ORDERED that the motion for approval of
4 minors' compromise filed by plaintiffs E.L. and A.P., by and
5 through their guardian ad litem and mother Rosa Popp, (Docket No.
6 41) be, and the same hereby is, GRANTED. The court orders as
7 follows:

8 1. Defendant United States of America shall pay the total
9 sum of \$50,000.00 in accordance with the parties' settlement
10 agreement and distributed as follows:

11 a. \$2,835.40 to plaintiff E.L. payable by electronic
12 funds transfer to Wells Fargo to be deposited into a blocked
13 account.

14 b. \$2,164.60 payable by electronic funds transfer to
15 Carter Law Group attorney client trust account for attorney's
16 fees (\$1,250.00), advanced case costs (\$392.32), payment to
17 Bright Pediatrics & Endocardiograph (\$53.20) and payment to CSAA
18 insurance to satisfy medical payment reimbursement for medical
19 care previously provided (\$469.08).

20 c. \$3,018.40 to plaintiff A.P. payable by electronic
21 funds transfer to Wells Fargo to be deposited into a blocked
22 account.

23 d. \$1,981.60 payable by electronic funds transfer to
24 Carter Law Group attorney client trust account for attorney's
25 fees (\$1,250.00), advanced case costs (\$363.61), payment to
26 Bright Pediatrics & Endocardiograph (\$53.20) and payment to CSAA
27 insurance to satisfy medical payment reimbursement for medical
28 care previously provided (\$314.79).

1 e. \$40,000.00 payable by electronic funds transfer to
2 Carter Law Group Trust Account and Plaintiffs Rosa Popp and
3 Andrew Popp with distributions as follows:

4 i. \$461.39 for costs and expenses that were
5 incurred and advanced by counsel.

6 ii. \$10,000.00 for attorney's fees.

7 iii. \$105.77 contractual reimbursement to Anthem
8 Blue Cross for medical expenses paid.

9 iv. \$1,287.80 contractual reimbursement to CSAA
10 insurance to satisfy medical payment reimbursement obligations
11 for medical care paid by CSAA insurance.

12 v. \$28,145.04 as net recovery to Rosa Popp and
13 Andrew Popp.

14 2. The parties are directed to file disposition documents
15 within sixty (60) days of the date of this Order.

16 IT IS SO ORDERED.

17 Dated: February 25, 2025



18 WILLIAM B. SHUBB

19 UNITED STATES DISTRICT JUDGE
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